

### **Remarks/Arguments**

The Examiner is thanked for the careful review of this Application. Claims 1-21 are pending after entry of the present Amendment. Amendments were made to the claims to better define the invention. The amendments do not introduce new subject matter.

With reference to the objections on informal drawings, the Applicants draw attention to the fact that formal drawings were submitted for this application on February 27, 2002 which the Office accepted in the Office Action dated February 23, 2005. The Applicants have reviewed the private PAIR for this claimed invention and have confirmed the drawings have been received by the Office. Based on the above, the Applicants request the objections with reference to drawings be withdrawn.

### **Rejections under 35 U.S.C. § 103(a):**

Claims 1-8 have been rejected under 35 U.S.C. 103(a) as being unpatentable over the Kavner et al. (U.S. Patent No. 6,430,607) (Kavner) in view of Helmer et al. (U. S. Patent No. 6,411,991) (Helmer) and in further view of Olson et al. (U.S. Patent No. 5,987, 376); Claims 9-11 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Kavner in view of Helmer, further in view of Olson and further in view of Godfrey et al. (U. S. Patent No. 6,662,217) (Godfrey); Claims 12-21 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Godfrey in view of Kavner further in view of Helmer. It is respectfully submitted that for at least the following reasons, none of the combinations of the cited prior art raise a *prima facie* case of obviousness against the subject matter defined in amended independent claims 1, 12, and 18. The Applicants submit that there is no teaching, motivation, or suggestion in the cited prior art that the cited prior art can be combined in the manner proposed by the Office so as to arrive at the claimed invention.

If the cited references could be combined (a proposition with which the Applicants disagree), none of the combinations of the cited prior art would have disclosed, suggested, or taught the claimed invention, as defined in independent claims 1, 12, and 18. Specifically, the combinations of the on-line services network of Kavner, the system for replicating temporary data created by a server of Helmer, and the synchronized data sharing of networked clients of Olson fail to disclose, teach, or suggest the process execution management system, a method for remotely accessing, scheduling, monitoring, and submitting a process, or a method for providing synchronized data to a plurality of remote user interfaces of the claimed invention.

For instance, the on-line services network of Kavner involves a single data center that can include multiple servers. In Kavner, when a user of the client processors sends a request to a server, an internal data structure is created. Upon creating the internal data structure, operating control is returned to the user of the client processors so as to allow the users to perform other tasks while waiting for completion of the request by the server. Kavner does

not disclose, teach, or suggest that the user interfaces can change the data in the copy of the data center, or that if the data in a copy of the data center is changed, a kernel copy of the data center is configured to be changed upon approval of the change by the data center and this change is communicated to other users to update the users' copies of the data center.

Helmer is directed at replicating temporary data periodically between servers, each defined in a different data center. Specifically, Helmer discloses replicating temporary data created by a first server in a first data center to a second server in a different data center, and the temporary data created by the second sever to the first server. This replication of temporary data is used as back-up for servers in case of server failures. Similar to Kavner, Helmer does not disclose, teach, or suggest changing the data in the copy of the data center at the first server, or issuing an update to a kernel copy of the data center upon approval of the change by the data center, or to synchronize the data in the copies of the data center at other users.

Olson is directed to a gaming application wherein a plurality of clients interact with a host client. Specifically, Olson suggests a peer-to-peer synchronization of copies of application data at each application client's storage. Olson fails to suggest or teach maintaining a kernel copy of the data center and also fails to teach changing the kernel copy of the data center with the changes in a copy of the data center at a first user upon approval of the change by the data center prior to distributing the change to the copies of data centers maintained at the other users.

Based on the aforementioned interpretation, if Kavner and Helmer were to be combined, the resulting combination requires having two data centers. That is, the resulting combination would disclose replicating of *temporary data* created by one server in one data center to another server defined in another data center. As such, using the replicating of *temporary data* of Helmer between servers of Kavner does not result in a combination where a change to a copy of the data at a first user interface is used to update a kernel copy of the data center upon approval of the change by the data center and then update the copy of the data center provided to another user interface. Rather, the combination would suggest copying temporary data from one server in one data center to another server in another data center.

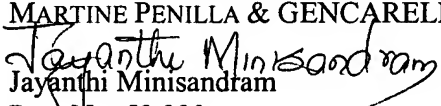
Additionally, nothing in Olson suggests a solution to the deficiencies associated with Kavner and Helmer. Olson's teaching is based on peer-to-peer synchronization. As a result, a kernel copy of the data center component cannot be updated by Olson. Maintaining the changes in the kernel copy of the data center helps in preventing accessing, scheduling, submitting, or monitoring of inconsistent data. (See paragraph [42] lines 14-17 of the *claimed invention*). The teachings of Olson cannot be combined with the teachings of Kavner and Helmer as Olson deals with peer-to-peer synchronization which is different from the client-server system of Kavner and Helmer.

Godfrey discloses a test administration architecture wherein a system administrator coordinates the tests to be run and the order in which the tests are run. Nothing in Godfrey solves any of the above-mentioned deficiencies associated with Kavner and Helmer. For instance, aside from ensuring that testing steps are done in the prescribed order, the synchronizing operations in the test process taught in Godfrey fails to disclose, teach, or suggest that the data provided to the user interfaces are synchronized or that a change to a copy of the data center at a first user interface results in a change at the kernel copy of the data center upon approval of the change by the data center and the changes are updated to the copy of the data center provided to another user interface.

Accordingly, amended independent claims 1, 12, and 18 and respective dependent claims are respectfully submitted to be patentable under 35 U.S.C. § 103(a) over all the combinations of the cited prior art.

The Applicants hereby submit that this Amendment complies with 37 C.F.R. 1.116(b) and should be entered.

The Applicants respectfully request examination on the merits of the subject application, and submit that all of the pending claims are in condition for allowance. Accordingly, a notice of allowance is respectfully requested. If the Examiner has any questions concerning the present Amendment, the Examiner is kindly requested to contact the undersigned at (408) 774-6905. If any additional fees are due in connection with filing this Amendment, the Commissioner is also authorized to charge Deposit Account No. 50-0805 (Order No. SUNMP034). A duplicate copy of the transmittal is enclosed for this purpose.

Respectfully submitted,  
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